

1/21/03

**FEDDER, NORTON, BALLENGER, & ENDERLIN, P.A.**

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(Of Counsel)

January 15, 2003

Ann Hughes, Supervisor  
Oconee County Council Members  
415 South Pine Street  
Walhalla, SC 29691

Dear Ann, Frank, Marion, Bill, Kerry and Steve:

Please find enclosed a report from the Intergovernmental Task Force concerning some suggestions that we have for changes on solid waste issues. We have a Purchasing, Buildings and Grounds Committee meeting on January 21, 2003 at 11:00 to discuss these issues and the issue of what the county will do as far as tipping fees for the City of Westminster. This document, minus a couple of typos and the definition of commercial waste, has been presented to the Solid Waste Commission. The Solid Waste Commission did not reverse their previous vote at that meeting concerning tipping fees for the City of Westminster. It is the Solid Waste Commission's recommendation that the County not charge either the City of Seneca or Waste Management a tipping fee for commercial waste generated inside of the City of Westminster. As you can see from the Task Force's recommendations, the Task Force position is contrary to the Solid Waste Commission's recommendation.

Also enclosed is some information given to me at the Solid Waste Commission meeting by Mark Crabbie, the Solid Waste Director for the City of Seneca. Mr. Crabbie believes that the County should explore the possibility of going into the commercial waste business. The Task Force will have a recommendation on this issue by the meeting on the 21st.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

FEDDER, NORTON, BALLENGER, & ENDERLIN, P.A.

A handwritten signature in black ink, appearing to read 'BAN', is written over the firm name.

Bradley A. Norton  
Attorney at Law

BAN: jdr

## RECOMMENDATIONS OF INFRASTRUCTURE TASK FORCE FOR IMMEDIATE ACTION CONCERNING SOLID WASTE

The Infrastructure Task Force that was appointed to work with Goldie & Associates in devising the Infrastructure Master Plan has met on several occasions to discuss solid waste issues. The Solid Waste Department is listed as "Enterprise Fund" in the Oconee County Budget. This enterprise is \$2,845,241 in the "red" and requires an equal amount of money to be transferred from the General Fund to cover the deficit. Normally, a business that loses almost 3 million dollars per year would undergo radical changes to the way it operates or would cease doing business. The following is the first of many changes that need to occur to make sure all taxpayers of Oconee County are treated in a fair and equitable manner. While the Task Force still has several issues to resolve concerning solid waste, the Task Force has several recommendations that we believe should be implemented immediately. These recommendations and the reasoning for the recommendations are as follows:

- 1. Oconee County should charge a tipping fee for all commercial waste, regardless of where the waste is generated.**

Oconee County has allowed municipalities to dump commercial waste collected by the municipalities without paying a tipping fee. This practice began when the County owned and operated a municipal solid waste (MSW) landfill. The Seneca MSW Landfill was closed in the mid 90s, and since that time, Oconee County has paid Waste Management and its predecessors to transport and dispose of municipal solid waste in a landfill in Homer, Georgia. The current cost of transportation and disposal of this waste is \$27.65 per ton. Pursuant to the County's contract with Waste Management, this figure will rise each year in accordance with the consumer price index (CPI) with a cap of five percent (5%) per year. Consequently, the County can expect its costs in disposing of municipal solid waste to rise in the future. It currently costs the County approximately five dollars and .38/100 (\$5.38) to handle each ton of commercial solid waste that is dumped at the transfer station. Again, the County can expect these costs to rise in the future.

Commercial waste is defined as waste that is generated by commercial entities. For example, apartment complexes that have communal waste disposal would be considered commercial waste. If each individual family has to make arrangements for its own waste disposal, such waste would be considered residential waste.

This year it is predicted that the County will receive 3,658 tons of commercial waste from the City of Seneca; 1,412 tons of commercial waste from the City of Walhalla and 12,521 tons of commercial waste from commercial haulers. Commercial haulers are currently charged \$35.00 per ton to dump commercial waste at the transfer station. As the County continues to grow and as the cities continue to grow both through population growth and annexation, the County can

expect the amount of commercial waste to increase in the future. The current cost to the County of disposing of commercial solid waste is \$33.03 per ton. Our current numbers indicate that the County is currently paying \$120,823.74 to dispose of commercial waste generated inside the City of Seneca and \$46,638.36 to dispose of the commercial waste generated inside the City of Walhalla. The City of Westminster currently has a contract with Waste Management for commercial waste and consequently Westminster's waste is included in the 12,521 tons previously stated that are dumped by commercial haulers.

The reason the Task Force believes that the County should charge all entities for dumping commercial waste is that the County is currently losing approximately \$167,500 to dispose of commercial waste generated inside of Seneca and Walhalla. If the County allows Westminster's waste to be dumped free, regardless of who picks up the waste, the County will lose approximately \$21,000.00 in revenue while still incurring the cost of disposal. The Task Force feels that it is unfair to burden the taxpayers with this expense when the expense can easily be shifted to those entities that create the waste-the commercial entities.

If the County adopts this recommendation, it will cause the City of Seneca and the City of Walhalla to change the rates they are charging the commercial entities in order for the cities to continue to generate the same amount of revenue from the pick-up of commercial waste. However, the burden on the cities should be minimal at most. In addition, increasing the cost of disposing of commercial waste on the commercial entities should encourage commercial entities to recycle in order to reduce their waste stream.

The only real down side of this change is that the cost of doing business for commercial entities inside the cities of Seneca and Walhalla will increase. However, this will put those commercial entities on the same footing as commercial entities in the County and inside the cities of Westminster and Salem. It also places the financial burden on the parties that are generating the waste.

## **2. The County should charge everyone to dump waste at the C&D Landfill.**

Currently, individuals and municipalities are allowed to dump C&D waste at the C&D Landfill for free. The expenses for operating the C&D Landfill are \$170,000.00 per year. This does not include the cost of the airspace in the landfill and the fact that when the landfill is full, we will own a piece of property that cannot be utilized. The airspace and the land also have value.

The Task Force feels that County should charge for the expenses that the County incurs in operating the C&D Landfill and the value of the airspace in the landfill. The failure to do so results in taxpayers who do not dump anything in the C&D Landfill subsidizing those parties who do generate such waste. The Task Force feels that it is more equitable for those people who generate waste to pay to

dispose of the waste. In addition, the Task Force believes that if the County would charge for dumping C&D waste, the amount of C&D waste will decrease. For example, County personnel have observed a number of pieces of furniture that are disposed of at both the manned convenient centers (MCC's) and at the C&D Landfill that appear to still have a useful life. If people are forced to pay to dispose of such items, they may decide to give the items to charities who can utilize such furniture as opposed to filling the C&D Landfill with them.

**3. The County should stop accepting discarded furniture at the MCC's.**

Currently, Oconee County residents are allowed to dispose of furniture at the MCC's. If the County decides to charge everyone who is disposing C&D waste, the County should stop taking used furniture at the MCC's because it would be cumbersome to charge people for disposing of furniture. Even if the County does not decide to charge for the disposal of C&D waste, the County should still stop accepting discarded furniture at the manned convenient centers. The County spends approximately \$96,000.00 per year to transport discarded furniture to the C&D Landfill. These costs could be saved by requiring people who wish to dispose of used furniture to dispose of it at the C&D Landfill. The Task Force is further convinced that requiring disposal at the C&D Landfill will encourage residents who wish to dispose of used furniture to consider donating said furniture to charitable organizations for additional use.

**4. The County should raise the tipping fee for commercial waste to \$38.50 per ton.**

The current tipping fee for commercial waste is \$35.00 per ton. This rate was set five (5) years ago when the disposal cost paid to Waste Management for transporting the waste to Homer, Georgia was \$25.75 (August 1998). Since the fee was set, the County's cost per ton for disposing of the waste has increased to \$27.65 and the County's costs for handling the waste has also increased. The County's current contract with Waste Management's for disposal of waste calls for the cost per ton to increase by the CPI each year with a cap of five (5%) percent per year. Since the CPI has not decreased in the last 50 years, we can easily anticipate the cost of disposing of solid waste to increase in the future.

The Task Force believes that those people who create the waste should be responsible for paying for the disposal of the waste, thereby lessening the burden on the taxpayer. For this reason, the Task Force recommends that the tipping fee for commercial waste be increased to \$38.50 per ton and that this rate be increased by the CPI each year.

**5. Indications of millage used for solid waste.**

The Task Force believes that the County should indicate on taxpayer's tax bills in the future the amount of millage or the amount of tax on each tax bill that is being

used to fund solid waste operations. The reason for this is that there is a perception in this County that disposing of solid waste is free. The disposal of solid waste for Oconee County currently takes up approximately twelve percent (12%) of the County's operating budget. The Task Force believes that it will be easier to implement changes in solid waste in the future if the taxpayers know the current cost of disposing solid waste.



## GARBAGE COLLECTION REVENUE

1. Garbage fees charged

411 \$54.10

611 \$42.90

811 \$51.70

Our rates are extremely low compared to private companies. Comparing our fees to a private company puts us at a disadvantage, we spend more on recycling than it would cost us to pay tipping fees, and we are still lower, and still generate revenue.

2. Operating Budget this year \$505,628.00

Our operating budget includes Seneca animal control and some personal that works in the motor pool.

3. Revenue generated last year \$581,042.00 (This year will be higher)

4. The difference is used to cover capital expenses.

If we were a private company we wouldn't have expenses for animal control or motor pool help.

If we were a private company we would be spending less on tipping fees than we currently devote to recycling.

If you isolate our commercial garbage statistics, the numbers will look even better. One employee and a front load truck generate at least \$190,000.00 per year in revenue.

As you can see revenue does not equal expenses

NOTE The prices we quoted to Westminster included initial start up costs. We also gave consideration to the fact that we would be promoting recycling and smaller containers.

**SOLID WASTE SERVICES PROVIDED TO OCONEE COUNTY TAXPAYERS BY OCONEE COUNTY**

*Services provided before recycling (our early system)*

(A) Residents & small business outside the cities	(B) Residents & all business inside the cities	(C) Large business outside the cities
Roadside garbage containers A Side load garbage truck & employee's to service these containers Disposal costs	Disposal costs	

*Services provided since recycling (our current system)*

Residents & small business outside the cities	Residents & all business inside the cities	Large business outside the cities
Convenience centers & the employee's to run them. Garbage & recycling containers Trucks & employee's to service the convenience centers containers The MRF (materials recovery facility) The transfer station Disposal costs	The MRF The transfer station Disposal costs	

As you can see Oconee County does and always has done a good job of providing for its taxpaying residents and small business outside its cities. (A)

All Oconee county taxpayers in the cities have always funded their own garbage collection and delivery cost, and since the waste management act they were also ask to fund their own recycling operations. In many cases the recycling the cites collect is even given to Oconee county to be sold. (B)

The larger business in the county pay taxes and are not, and have never been provided with any service. (C)

*As you can see a system that didn't provide fair and equal service to all of Oconee County's taxpayers initially, simply got worse.*

All Oconee County Taxpayers should have been receiving equal county services all



along! This problem needs to be corrected. The latest attempts to provide additional funding for Oconee County Solid Waste, were targeted at the taxpayers receiving the least amount of service.

#### Alternative Approach:

For Oconee County to provide garbage collection to the commercial locations that are currently not receiving service. (C)

Results: This would:

1. Lessen the inequity of service currently experienced by the large businesses outside the cities. (C)
- (2) Provide a revenue source for Oconee County Solid Waste. In Seneca we provide commercial garbage service. We don't include tipping fees in the rates we charge our business. Our business get some benefit from the county taxes they pay, and the work they put into recycling. The rates we charge are alot lower than most private companies and we still generate enough revenue to help fund our recycling operations. The profits that county business currently pay to private companies for garbage collection and delivery service could be used to help fund Oconee County solid waste operations. I think that Mr. Nortons statement in our minutes that revenue-expenses is wrong.
- (3) Give Oconee County an opportunity to promote recycling at these large volume locations. Private companies promote hauling trash, the more they haul the more money they make. Oconee County can increase cost effectiveness at the MRF, by increasing the amount of recyclables we process. This will reduce our recycling cost per ton. This will also increase our county recycling rate.

The city of Seneca, experienced the following results by promoting commercial recycling.

Prior to commercial recycling	First Yr. Results	Second Yr. Results
1997:	1998:	1999:
MSW 6988 Tons	5840 Tons	5485 Tons
Recyclables 965 Tons	2417 Tons	2834 Tons

Oconee County should be able to achieve similar results.

I THINK OCONEE COUNTY SHOULD CONSIDER THAT:

1. The City of Seneca spends more money on recycling than it would cost us to pay tipping fees.
2. We give Oconee County the recycling we collect.
3. The inequality of services provided to Oconee County taxpayers.
4. The revenue generating potential of providing commercial service in the county.
5. The recycling benefits of providing commercial service in the county.

AFTER CONSIDERING ALL THIS OCONEE COUNTY SHOULD SEE:

1. The city of Seneca and the private company bidding on Westminster's commercial garbage collection are already bidding on equal terms. The reason The City of Seneca doesn't promote this position is -Seneca doesn't want Westminster or any city to pay tipping fees no matter who picks them up. Lets see if the private company is willing to drop its prices by the amount of the tipping fees.
2. Its not fair to charge any city any tipping fees.
3. For all its taxpayers sake Oconee County should Look into providing commercial collection. This is something the county and the cities can work together on.

For Oconee County to recommend increasing taxes or tipping fees prior to researching the benefits of providing commercial collection in the county would be premature. Opportunities to generate revenue within our current system should always be explored first. Thereafter any time that there is an increase in disposal cost for all the county's waste, this increase in cost should be equally shared by all Oconee County taxpayers.



15 January 2003

RECEIVED  
JAN 15 2003  
CLONEE COUNTY  
PURCHASING DEPT

Deecee County Courthouse Courtroom Benches

Attention: Ms. Marianne Dillard, Purchasing

Reference: New Courthouse, Walhalla, South Carolina

**FJClark**

Incorporated

Palmetto Building  
201 South Murray Avenue  
Anderson, SC 29624  
864.261.3002  
864.225.6880  
fjclark@fjclark.com

Dear Ms. Dillard:

As you are aware, the courtroom benches were not included in the building contract for the New Deee County Courthouse. That decision came from a meeting with Jon Calme and others. As we discussed at that time, it was more cost effective for the county to purchase the benches directly, rather than pay the general contractor 15% - 20% mark-up for handling, supervision, overhead and profit. It was our understanding at the time of bidding that courtroom benches could be purchased along with the other new wood furniture at state contract prices.

However, we have recently learned that the state only has contracts with office furniture manufacturers and not with bench manufacturers. Due to the limited time frame, we proceeded with obtaining three quotations in lieu of preparing bid documents.

Attached are quotations from Church Interiors Inc., Church Furniture & Building Suppliers, Inc., and Kivett's Inc. to provide and install the courtroom benches. While each manufacturer has it's own advantages, we would like to recommend Kivett's Inc. Their quotation of \$ 62,775.00 reflects the best combination of price, quality and delivery time. Please note, that price does not include state sales tax.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

FJ Clark Incorporated



Ron Van Bergen, AIA

- Enclosures:
- Church Interiors, Inc. Quotation
  - Church Furniture & Building Suppliers, Inc. Quotation
  - Kivett's, Inc. Quotation

# KIVETT'S, INC.

*Manufacturer of*  
FINE CHURCH FURNITURE, COURTROOM SEATING, STEPPLES and REFINISHING

January 15, 2003

Ms. Elizabeth Thackery  
Young Office Environments  
Post Office Box 5210  
Spartanburg, SC 29304

**RE: Oconee County Courts**  
**Walhalla, South Carolina**

**FAXED TO EXPEDITE DELIVERY 864-225-5880**

Dear Mrs. Thackery:

Thank you for allowing Kivett's, Inc. the opportunity to bid on the project listed above. You have selected a pew that is unsurpassed in quality. We are very interested in working with you on your job and will be glad to provide additional information at your request.

If you have any questions, please do not hesitate to contact me at the number listed below.

Sincerely,



Don McClanahan  
Architect Consultant

Enclosures

Mailing Address: P.O. Drawer 550 • Clinton, N.C. 28329  
Shipping Address: 711 Southwest Boulevard • Clinton, N.C. 28328  
Toll Free (800) 534-1139 • NC Phone (910) 592-0161 • Fax (910) 592-5150

**KIVETT'S, INC.**

*Manufacturer of*  
FINE CHURCH FURNITURE, COURTROOM SEATING, STEEPLES and REPINISHING

**PRICE PROPOSAL  
FOR  
OCONEE COUNTY COURTS  
WALHALLA, SOUTH CAROLINA**

**December 20, 2002**

**I. COURTROOM BENCHES:**

**Forty-Six (46) Pews, totaling 647 Linear Feet.**

**A. BODY:**

Kivett Pew Body 100 Solid Oak Contoured Seat with Solid Oak Flat Inclined Back.

**B. PEW ENDS:**

Custom Solid Oak Wood Construction.  
Total: 92 Pew Ends.

**C. SUPPORTS:**

Kivett Laminated Solid Oak Intermediate Supports.  
Total: 82 Supports.

**D. WOOD SPECIES:**

Solid Oak

**TOTAL PRICE DELIVERED & INSTALLED-----\$62,775.00**

w/o sales tax

Mailing Address: P.O. Drawer 590 \* Clinton, N.C. 28329  
Shipping Address: 711 Southwest Boulevard \* Clinton, N.C. 28328  
Toll Free (800) 334-1139 \* NC-Phone (910) 592-0161 \* Fax (910) 592-5150



**PRICE PROPOSAL  
OCONEE COUNTY COURTS  
WALHALLA, SOUTH CAROLINA**

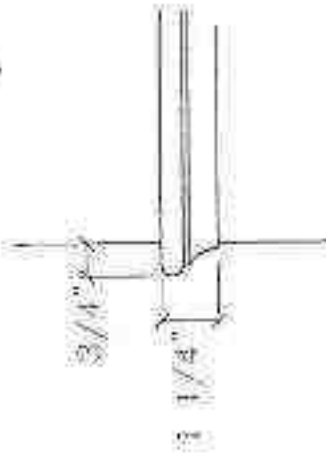
**Page Two**

**NOTES:**

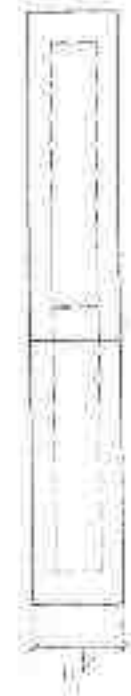
- All pews over twelve (12) feet will have an off-set joint or joined by the use of a center end.
- Pricing is based on delivery to ground floor. Means of transporting product to each area from ground floor shall be the responsibility of Owner. (i.e. elevator, crane, stairs, etc.)
- Pricing does not include ANY Taxes, if applicable.
- Installation shall be performed by Kivett's installation crews. Should local conditions require local labor be used, any costs resulting from the use of local labor shall be paid by the Customer.

**TERMS:**

- Thirty-three and One-third Percent (33 1/3<sup>rd</sup> %) Deposit With Signed Contract.
- Balance due at Time of Delivery.



HARDWOOD TRIM



1 1/2" X 4"

BULLNOSE CAP

Approved By: (Signature)

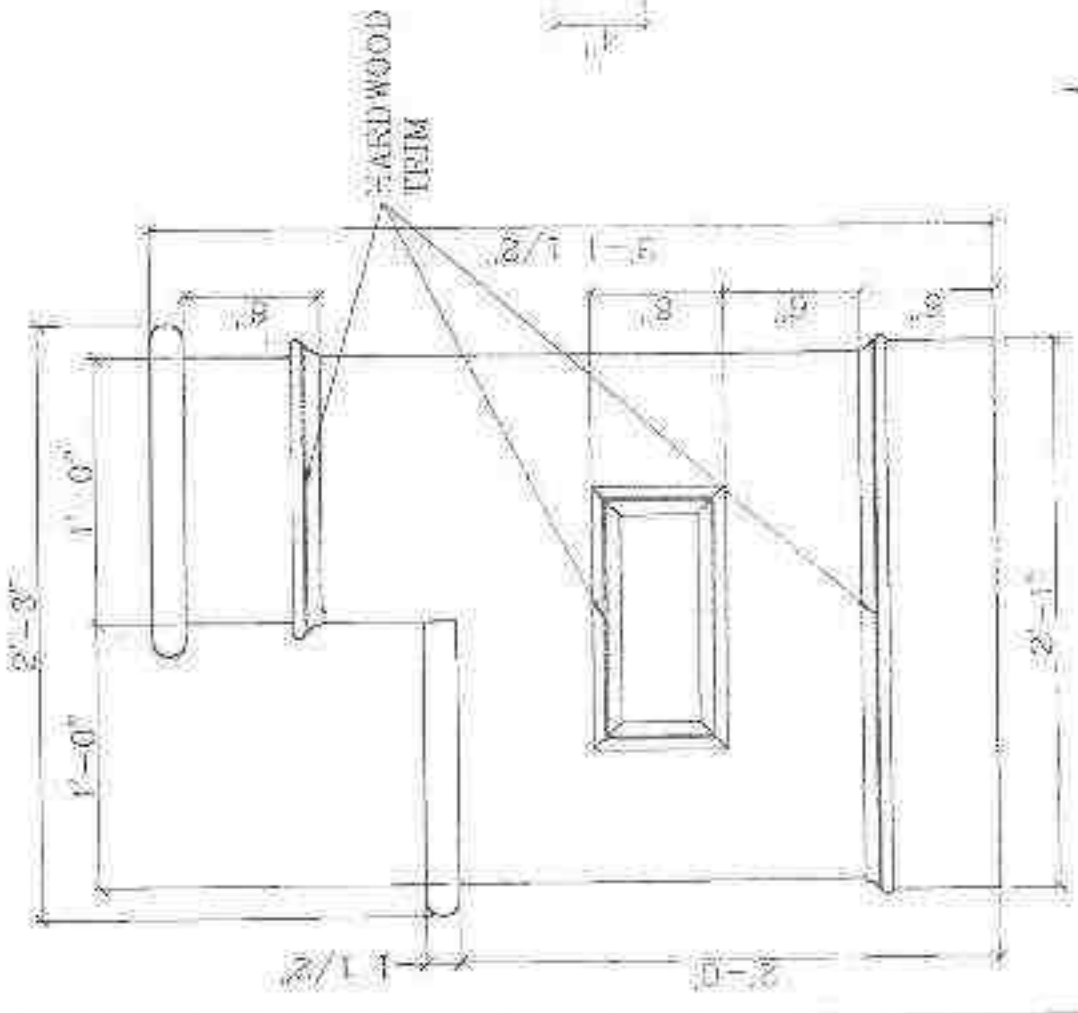
Date:

PART NO. CUSTOM

CUSTOMER: OCOEE COUNTY COURTS WALTHALLA, SOUTH CAROLINA

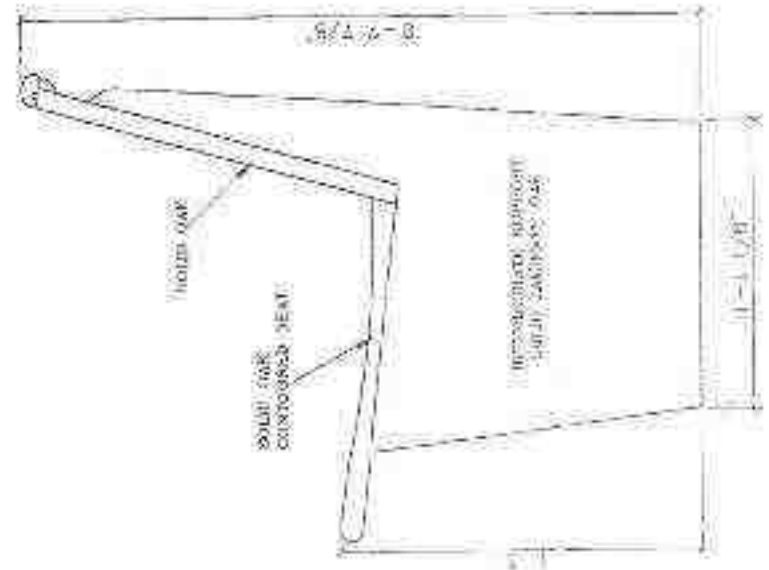
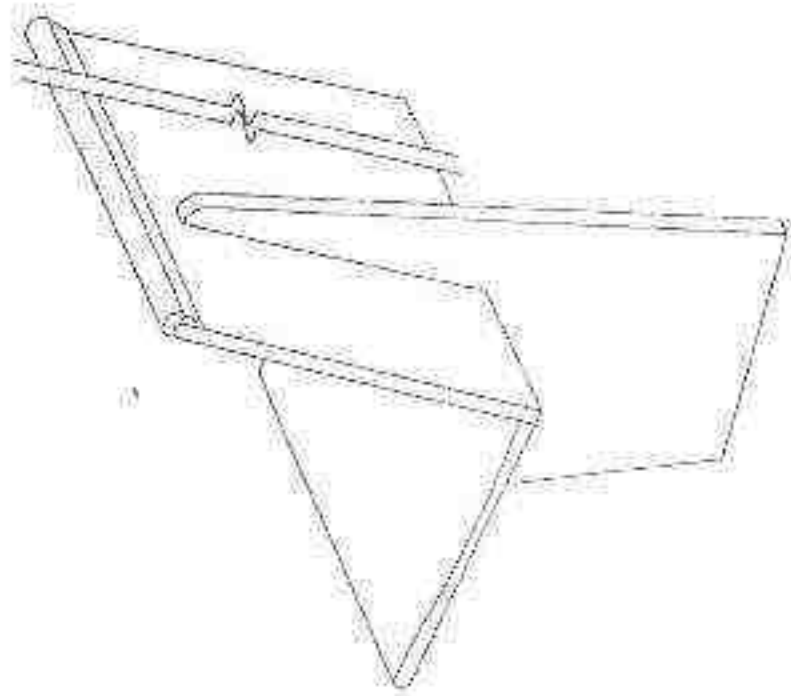
DATE: 3/14/02

SCALE: 1 1/2" = 1'-0"



HARDWOOD TRIM

# KIVETT'S PEW DESIGN 100-SOLID



Approved By: \_\_\_\_\_  
(Please Sign)

Date: \_\_\_\_\_

CABET. NO.	100-SOLID
CUSTOMER:	DOUGLASS COUNTY COURTS
	WALHALLA, SOUTH CAROLINA
DATE:	12/20/02
SCALE:	NONE

Approved By: \_\_\_\_\_  
(PLEASE SIGN)

Date: \_\_\_\_\_



# KIVETT'S, INC.

---

*Manufacturer of*  
*FINE CHURCH FURNITURE, STEEPLES and REFINISHING*

## COURTHOUSE REFERENCES

Presently manufacturing the following seating:

Ascension Parish Governmental Complex  
Gonzales, Louisiana

Christian County Justice Center  
Hopkinsville, Kentucky

Exhibitology  
Paterson, New Jersey

Jefferson County Domestic Relations  
Birmingham, Alabama

John Hargrove District Court  
Baltimore, Maryland

Juvenile & Domestic Relations  
Hampton, Virginia

Randolph County Courthouse  
Asheboro, North Carolina

US Post Office/District Courthouse  
Columbus, Georgia

US Federal Courthouse  
Montgomery, Alabama

York County Courts  
York, PA

Mailing Address: P.O. Drawer 590 • Clinton, N.C. 28329

Shipping Address: 711 Southwest Boulevard • Clinton, N.C. 28328

Toll Free (800) 334-1139 • NC Phone (910) 592-0161 • Fax (910) 592-5150

P. O. Box 5066  
Highway 178 Alt 1-85  
Anderson, SC 29623  
864-261-8078 (Bus.)  
864-261-8289 (FAX)

**CFBS, Inc.**

# Fax

<b>To:</b> Elizabeth Thackeray / P.J. Clark, Inc.	<b>From:</b> Joe Pearson / Sales Manager
<b>Fax:</b> 225-5880	<b>Pages:</b> 5
<b>Phone:</b> 261-3902 ext 12	<b>Date:</b> 01/08/03
<b>Re:</b> Goosee County Courthouse Walhalla, SC	<b>CC:</b>

Elizabeth,

Enclosed is the proposal for the courtroom pews and pew body drawings. The base bid is for a solid oak seat and back while the option is for a laminated plywood seat and back. Most customers today prefer the laminated seat plus there is a substantial savings.

I will bring supporting literature to your office later this week. Should the county choose to purchase, I will prepare a contract for them to execute.

I appreciate the opportunity. Please call me if I can be of any assistance.

Sincerely,



Joe Pearson

Sales Manager



**CHURCH FURNITURE &  
BUILDING SUPPLIERS, INC.**  
P.O. BOX 5586, HWY. 178 @ I-85  
ANDERSON, SC 29623

**PROPOSAL**

356

800-242-2327 \* 864-261-8289 FAX  
864-261-6078

TO: Elizabeth Thackeray  
F J Clay, Inc.  
220 South Murray Ave.  
Anderson SC 29624

PHONE	DATE
864-261-8289	1/6/83
JOB INFORMATION	
Deeone County Courthouse Mauldin, SC	
ACCOUNTS	JOHN WAVE
864-261-8289 Fax	

We hereby submit specifications and estimate.

Pews by Overholster Church Furniture, Inc.

44 pews per the lengths on the plans submitted for 4 classrooms. Pew body #6717 with solid oak seat and back. Custom design pew end. Price includes delivery and installation. Buyer assumes materials can be carried up steps or in elevators to the upper level floors.

Total: \$ 62,730.00

Option: Use pew body 16960 with 5-ply seat and back of Douglas Fir Plywood, mahogany and oak veneer. See attached. Deduct \$21,180.00

Total: \$ 62,350.00

Note: Sales tax is not included.

Note: Modified terms due to shortened delivery time. March delivery contingent upon contracting next week.

**WE PROPOSE** hereby to furnish material, complete in accordance with the above specifications for the sum of:

Dollars 25

Payment to be made as follows:

70% deposit with order, 20% upon delivery. Balance paid to installer upon completion. No retainerage.

All orders shall conform to specifications. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications including extra work will be credited only upon written orders and will become an extra charge over and above the estimate. Owing to term fire, tornado, and other necessary recourse. Our works are fully covered by Workers Compensation insurance.

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work so specified. Payment will be made as outlined above. This proposal is subject to the conditions set forth herein and the terms and conditions of our attached forms.

Buyer:  
Date of Acceptance:

CFBS (Seller)  
Signature

Note: This proposal may be  
Withdrawn by us if not accepted within

30 days

(Buyer)  
Print Name:

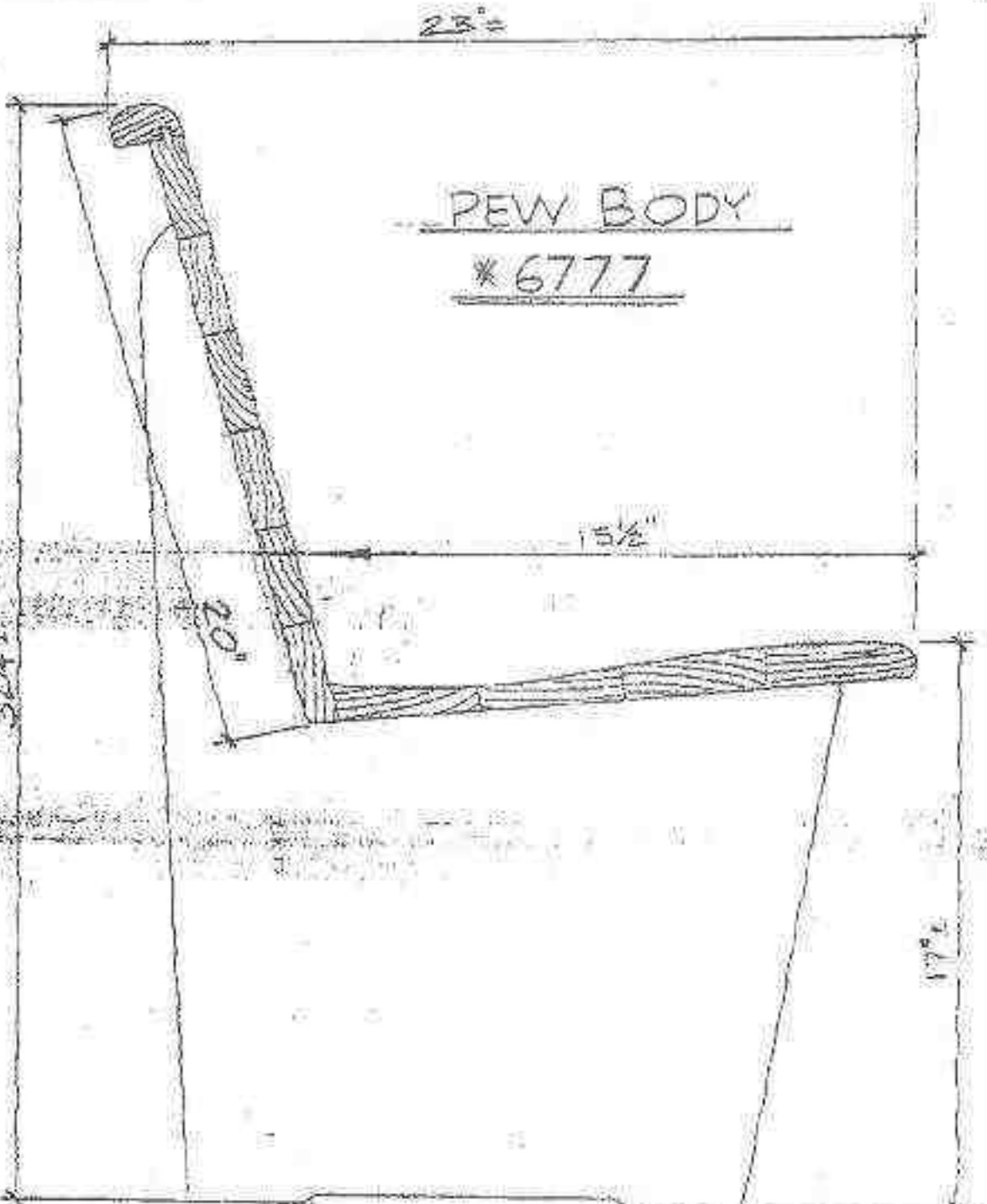
Signature



CEB INC.  
TERMS AND CONDITIONS OF SALE

1. **Acceptance:** The Proposal shall be considered accepted only after it has been received by Buyer and a duly authorized officer of Seller. If the Proposal is not accepted, any down payment will be refunded to Buyer. After acceptance by Seller and Buyer, this Agreement is not subject to cancellation.
2. **Title:** Title to all Goods shall remain with Seller until Buyer pays all amounts due Seller.
3. **Terms:** This Agreement is subject to the conditions set forth in the Proposal and the terms and conditions set forth herein. All payments due to be made to C.F.B.S., INC. Full payment shall be made as provided in the Proposal and Buyer shall not withhold a retainage. Buyer agrees not to allow the use of the Goods described on the Proposal until at least 50% of the purchase price is paid to Seller. Unless otherwise required, final payment is due at time of delivery, whether installation (if installation is specifically stated as part of the Proposal). Buyer agrees to a late fee of 1.00% interest per month or 12% per year, or 1.00% per month exceeds the rate allowed by law. Buyer agrees to pay the higher rate allowed by law, which will be charged on all outstanding balances until payment is made in full. In addition, Buyer agrees to pay all costs of collection, including litigation and reasonable attorney's fees. Prices shown on the Proposal include delivery, when so indicated. Seller reserves the right to increase the price by 1.00% per month beyond the approximate delivery time specified on the order.
4. **Taxes, Licenses or Permits:** Buyer agrees to pay all taxes or fees for licenses or permits (local, state, and federal) payable by law with respect to this transaction unless such taxes or fees are expressly included in the price specified on the Proposal.
5. **Appearance/Color:** All colors and shapes, plain or figured, are subject to variation in shading, printing, coloring, etc. Samples are typical of the general coloring or marking. Color match to samples submitted and/or supplied is not guaranteed. Each dye lot or dye batch differs from every other and this difference shall not constitute reason for rejection by the Buyer or the applicator/printer.
6. **Delays and Damages:** Seller shall not be liable for delays in delivery of Goods or performance under the Agreement caused by fire, strike or other causes beyond its control. Loss or damage to the Goods while in the possession of the freight carrier is the responsibility of the Buyer and the freight carrier.
7. **Installation:** Installation (when indicated and clearly stated on the Proposal), shall be performed by sub-contract labor, responsible to the Seller, trained and qualified in their trade to perform the work specified. Local labor organizations or conditions require that local labor be used for the installation and this is not specified on the face of this order, additional costs resulting from use of local labor shall be borne by Buyer.
8. **Safety Responsibilities:** Buyer accepts responsibility for the safety of all persons except Seller's employees/sub-contractors on the premises where Seller performs delivery and/or installation (as specified on the Proposal) and, accordingly, Buyer shall defend and save Seller harmless from all claims from persons other than Seller's employees/sub-contractors who are injured on the premises while delivery and/or installation is performed.
9. **Governmental Compliance:** Compliance with all governmental laws, codes and regulations, including building and fire codes applicable to this purchase and including design, type of material, and installed arrangement thereof, shall be the responsibility of Buyer.
10. **Specifications/Measurements:** If the Proposal is based upon specifications/measurements taken from blueprints or Buyer's specifications/measurements, the price indicated in the Proposal shall be subject to change, in the event that actual specifications/measurements are in variance with those submitted. Only specifications acknowledged by Seller in writing shall be a part of Proposal.
11. **Default:** Upon failure of Buyer to comply with this agreement after reasonable notice, without limiting any rights hereunder or otherwise permitted under applicable law, Seller may repossess the goods and accept any payments received from Buyer against any costs, expenses or damages incurred by Seller.
12. **Definitions:** "Agreement" shall mean the Proposal and these Terms and Conditions of Sale. "Goods" shall mean all goods described in the Proposal. "Proposal" shall mean the order or signed by the Seller and Buyer with respect to the Goods.
13. **Warranty Information:** Buyer is entitled to the manufacturer's express warranty, if any, that accompanies the Goods. SELLER MAKES NO ADDITIONAL OR INDEPENDENT WARRANTY, EXCEPT AS MAY BE SPECIFICALLY SET FORTH HEREIN. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND CONFORMITY TO SAMPLES ARE DISCLAIMED. SELLER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY FOR ALL DIRECT DAMAGES, IF ANY, ARISING OUT OF ANY ACTION SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS. APPLICABLE LAW MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS MAY NOT APPLY.
14. **Insurance:** In the event Seller has agreed to provide installation, Seller shall provide Worker's Compensation Insurance. Buyer shall be responsible for providing all other insurance including Comprehensive General Liability and Builders Risk Insurance. Said Builders Risk policy shall name Buyer and Seller as named insureds, and shall provide coverage for fire, wind, lightning, vandalism and malicious mischief, and extended coverages, including theft of holding material from the site. Seller will obtain the Builders Risk policy and Buyer shall reimburse the Seller therefor.
15. **Governing Law, Jurisdiction and Venue:** This Agreement is governed by the laws of the State of South Carolina, without regard to conflict of laws provisions. Buyer acknowledges and agrees that Anderson, South Carolina is an appropriate place for venue of any litigation and that courts in Anderson, South Carolina have jurisdiction over this Agreement and Buyer. In the event the Buyer and Seller are unable to resolve any dispute, and any collection action, suit or judicial proceeding is commenced, the prevailing party in any such collection action, suit or judicial proceeding shall be entitled to recover its costs, expenses and reasonable attorney's fees incurred.
16. **Notices:** Any notices required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or registered overnight delivery service, at the address listed on the Proposal, or at such address as is specifically designated in a written sent to the other party.
17. **Entire Agreement:** Buyer may not assign its rights or obligations hereunder without the express prior written consent of Seller. These terms and conditions, including those on the Proposal constitute the entire agreement with regard to this Agreement and expressly supersede and replace any prior agreements, whether written or oral, relating hereto. This Agreement may be amended only by a subsequent written agreement, executed by the Seller and Buyer. This Agreement shall be binding upon the heirs, successors and assigns of its parties hereto. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

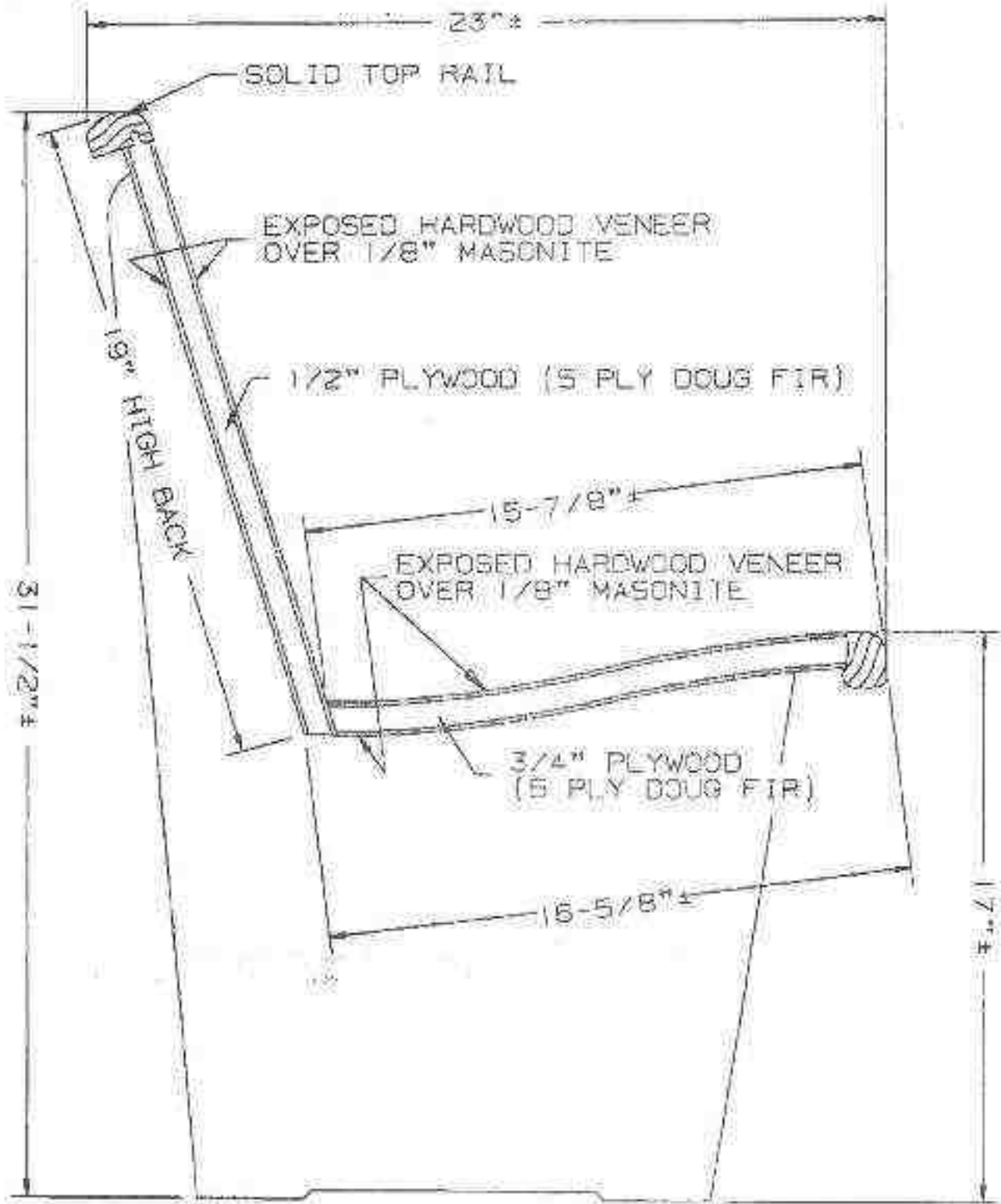
OVERHOLTZER CHURCH FURNITURE	SCALE: 3/4" = 1'-0"	DATE: 12-7-99	DRAWN BY: JAY
MORRIS CA	PEW BODY # 6777		



PEW BODY  
\* 6777



TOTAL P. 25



NO. <b>6865</b>	DRAWN BY: J PARIKH	OVERHOLTZER CHURCH FURNITURE, INC. MODESTO, CA
DESCRIPTION PEW BODY	DATE 04/07/93	
	SCALE 3" = 1'-0"	

# Church Interiors, Inc.

January 14, 1985

Diocese Truckee  
P. J. Clark, Inc.  
201 S. Murray Avenue  
Anderson, South Carolina 29624

VIA FACSIMILE: 803-733-2220  
E-mail: [clark@churchinteriors.com](mailto:clark@churchinteriors.com)

RE: OCEAN COUNTY CATHEDRAL  
Walter, South Carolina

Furnish, deliver and install (usual hardware) for the following benches:

## MAIN CHURCH ROOM TOTALING THE FOLLOWING BENCHES

- 1 bench @ 31' 0" long
- 17 benches @ 15' 0" long
- 1 bench @ 10' 0" long
- 1 bench @ 7' 0" long
- 3 benches @ 6' 0" long

## TWO BENCHES IN CHURCH ROOMS TO BE BUILT

- 2 benches @ 10' 0" long
- 1 bench @ 7' 0" long
- 1 bench @ 6' 0" long

## TWO BENCHES IN CHURCH ROOMS TO BE BUILT

- 1 bench @ 12' 5" long
- 6 benches @ 11' 0" long
- 4 benches @ 10' 0" long
- 2 benches @ 11' 0" long
- 1 bench @ 8' 0" long

There is a total of 43 benches equalling 649'



Our proposal is based on a custom pew end per attached design by Elizabeth Thackeray. The end will be 3-ply, 2 3/4" thick solid oak with applied trim to bring overall width to 4". The pew body will be #11 which has a solid Northern Appalachian Red Oak flat back with a solid Northern Appalachian Red Oak contoured seat. All intermediate supports will be 1 1/2" thick, 2-ply solid Northern Appalachian Red Oak with a stained finish. Our quotation is based on the pews being mounted to the floor with concealed fasteners.

Our proposal does not include sales tax.

All For The Sum Of ..... \$75,823.00

Alternate 1: Use our standard C-6 pew end which is 20" wide with moulding as designed by Elizabeth Thackeray. Routing in face would not be done.

All For The Sum Of ..... \$63,072.00

Sales tax is not included.

I would be glad to bring a sample pew by for your consideration.

If you have any questions, please give me a call toll free at 1-800-285-7397. I look forward to hearing from you soon.

Sincerely,

*Emil Dovan*  
Emil Dovan  
Church Interiors Inc.

ED/dpw





NEED THIS LINE FOR YOUR RECORD

# OCONEE COUNTY S.C. PROPERTY TAX NOTICE TAX YEAR 2003

*Test on mechanics  
hard tools*

RECEIPT NUMBER	PROPERTY	VALUATION	TAX LEVY	PROPERTY TAX
OCONEE COUNTY		2520	197.0	496.44
CITY/TOWN/CDP				
LAND AREA				
WATER AREA				
PERMANENT IMPROVEMENTS				
ADDITIONAL IMPROVEMENTS				
NET VALUE				
TOTAL ASSESSED VALUE				2,520

PROPERTY TAX	496.44	TOTAL	496.44
LESS EXEMPTION			
NET STATE PROP. TAX RELEV			
NET TAX	496.44		
PAY THIS AMOUNT BY: 01/15/2003		PAY THIS AMOUNT: 496.44	

DESCRIPTION OF REAL OR PERSONAL PROPERTY	THE APPLICABLE TO THIS A VALUATION OF NEW-VAL TAX RATES ARE LISTED BELOW.
MERCHANTS FURNITURE + FIXTURES	SCHOOL 285.60
PENALTY VALUE- 230	INDUSTRIAL 36.78
9408 NORTH HWY 11	COUNTY OTHER 10.36
TAMASSER	COUNTY BONDS 17.89
E.O.R. 537-09141 000 PC0001	THE COUNTY TR 4.54
	TAMASSER TR 1.26
NAME AND ADDRESS	MUNICIPAL TAX

TAX YEAR	2003
RECEIPT NUMBER	21,810
PROPERTY TAX	496.44
TOTAL AMOUNT DUE	496.44
PAY BY	01/15/2003
PAY THIS AMOUNT	496.44

TAX + 6 DUE	JANUARY 15, 2003	521.33
TAX + 6 DUE	FEBRUARY 3, 2003	546.08
TAX + 7 DELINQUENT TAX OFFICE FOR AMOUNT DUE		

TAXES FOR REAL PROPERTY ARE ISSUED TO THE OWNER OF RECORD AS OF DECEMBER 31, 2001. IF YOU HAVE TRANSFERRED OWNERSHIP OF THIS PROPERTY, THE NEW OWNER MAY CURRENTLY BE LIABLE FOR THIS CHANGE DEPENDING ON THE AGREEMENTS THAT WERE MADE BETWEEN THE BUYER AND SELLER AT THE TIME OF SALE. OCONEE COUNTY 2003 CITY/TOWN/CDP OR OTHER TAXES ON REAL PROPERTY. THIS CHARGE BECOMES A LIE ON THE PROPERTY IN THE PAYMENT OF SAID.

IF PAYMENT IS MADE BY A CHECK THAT FAILS TO CLEAR, YOUR RECEIPT WILL BE VOID AND VOID.

IF YOU WERE IN YEAR AND HAVE BEEN A RESIDENT OF SOUTH CAROLINA FOR AT LEAST ONE YEAR PRIOR TO DECEMBER 31, 2001, YOUR COUNTY PROPERTY TAX RATES FOR 2003 WILL BE THE SAME AS YOUR COUNTY TAX RATES FOR 2002.

IF YOU WERE IN YEAR AND HAVE BEEN A RESIDENT OF SOUTH CAROLINA FOR AT LEAST ONE YEAR PRIOR TO DECEMBER 31, 2001, YOUR COUNTY PROPERTY TAX RATES FOR 2003 WILL BE THE SAME AS YOUR COUNTY TAX RATES FOR 2002.

↓ THIS IS YOUR RETURN ENVELOPE ↓      ▲ 1. DETACH ALONG THIS PERFORATION. ▲  
2. MOISTEN AND FOLD FLAP TO SEAL.

FROM \_\_\_\_\_

\_\_\_\_\_

CHECK IF NEW ADDRESS

CORRESPONDENCE ENCLOSED

OCONEE COUNTY TREASURER  
P.O. BOX 429  
WALHALLA, S.C. 29691-0429

